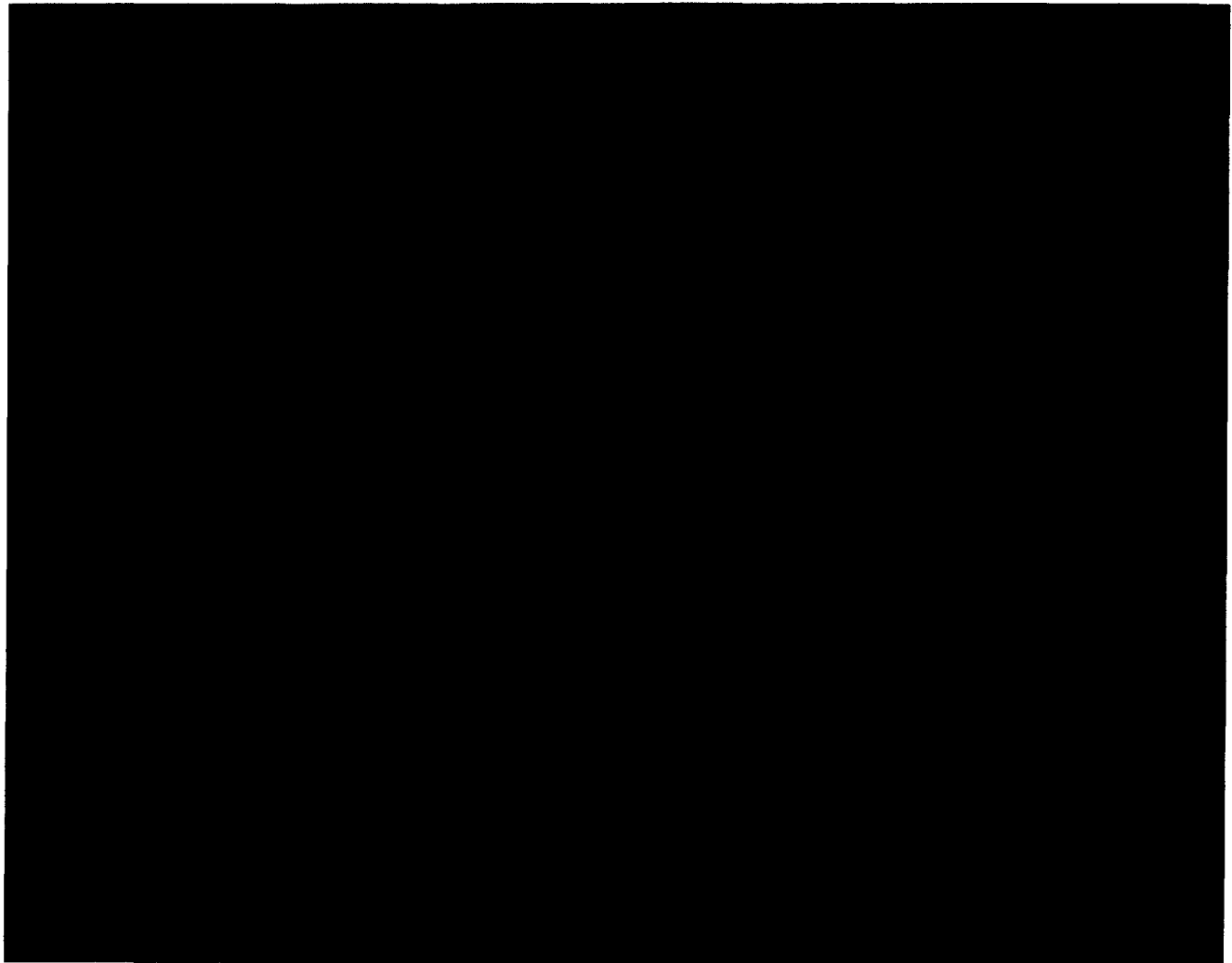


***Confidential Information Deleted***



***Confidential Information Deleted***





**Lockheed Martin IMS Corporation Board of Directors**

John Brophy

300 Frank W. Burr Boulevard

Teaneck, New Jersey 07666



Robert F. Downing

300 Frank W. Burr Boulevard

Teaneck, New Jersey 07666

Michael DeNeal-Lockheed Martin Corporation

6801 Rockledge Drive

Bethesda, Maryland 20817

## **PERFORMANCE BOND**

Lockheed Martin IMS has obtained performance bonds for many of our projects. Located on the following page is a letter from Marsh & McLennan on behalf of Aetna Casualty & Surety Company of America that demonstrates Lockheed Martin IMS' ability to be bonded. Specifically, this letter states:

- Lockheed Martin IMS is valued client
- Lockheed Martin IMS possesses high level of experience
- Aetna Casualty & Surety Company of America will execute a 100% performance bond for the NANPA project.



Marsh & McLennan, Incorporated  
P.O. Box 866002  
Los Angeles, California 90086-6002  
Telephone 213 624 5555

March 20, 1997

MARSH &  
MCLENNAN

Mr. Alan Hasselwander  
Chair, North American Numbering Council  
c/o Office of the Secretary  
Federal Communications Commission  
1919 M Street, NW  
Washington, DC 20554

**RE: Request for Proposal  
North American Numbering Plan Administration**

Dear Mr. Hasselwander

It is our understanding that Lockheed Martin IMS Corporation is submitting a proposal for the captioned project.

Aetna Casualty & Surety Company of America, Federal Insurance Company and Safeco Insurance Company of America, as a surety consortium, consider Lockheed Martin IMS Corporation to be a valued client. Our investigations of this firm clearly indicates a high level of expertise in this specialized field.

Aetna Casualty & Surety Company of America, Federal Insurance Company and Safeco Insurance Company of America are willing to execute 100% performance bonds for the captioned project, if requested to do so by Lockheed Martin IMS Corporation and subject to normal underwriting review of the project, the contract and financing at the time of such request.

If you would like to discuss Lockheed Martin IMS Corporation's bonding capabilities further, please contact me at (213) 346-5136.

Regards,



Linda Enright, Attorney-in-Fact  
Aetna Casualty & Surety Company of America  
Federal Insurance Company  
Safeco Insurance Company of America

# All-Purpose

## Certificate of Acknowledgement

MMLA-1024-B

State of California

County of Los Angeles

}

On March 20, 1997  
Date

before me,

Maria Escobar, Notary Public

NAME, TITLE OF OFFICER-E.G., "JANE DOE, NOTARY PUBLIC:

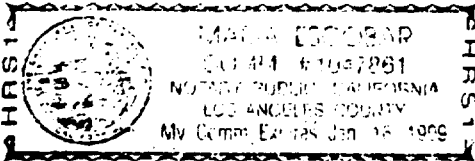
personally appeared

Linda Enright

NAME(S) OF SIGNER(S)

X personally known to me - OR ☐ - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)

is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Maria Escobar

SIGNATURE OF NOTARY

Although the data below is not required by law, it may prove valuable to persons relying on the document and prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT(S)

☐ Individual(s)

☐ Corporate

☐ Office(s)

TITLE(S)

☐ Partner(s)

X Attorney-in-fact

☐ Trustee(s)

☐ Subscribing witness

☐ Guardian/Conservator

☐ Other:

### SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Aetna Casualty & Surety Company of America

Federal Insurance Company

Safeco Insurance Company of America

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT AETNA CASUALTY & SURETY COMPANY OF AMERICA, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint Cesar F. Javier, Laurette Menegaz, Maria Escobar, John T. Lettieri, Linda Enright or Virginia Carole Christianson - -

of Los Angeles, California, its true and lawful Attorneys-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):

by his sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto

and to bind AETNA CASUALTY & SURETY COMPANY OF AMERICA, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of AETNA CASUALTY & SURETY COMPANY OF AMERICA, and all the acts of said Attorneys-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect: VOTED: That each of the following officers: President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him or her.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or her certificate or their certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of AETNA CASUALTY & SURETY COMPANY OF AMERICA which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, AETNA CASUALTY & SURETY COMPANY OF AMERICA has caused this instrument to be signed by its Vice President, and its corporate seal to be hereto affixed this 18th day of June, 19 95

AETNA CASUALTY AND SURETY COMPANY OF AMERICA



State of Connecticut }  
County of Hartford } ss. Hartford

By Terry F. Lukow  
Terry F. Lukow  
Vice President

On this 18th day of June, 19 95, before me personally came TERRY F. LUKOW to me known, who, being by me duly sworn, did depose and say: that he/she is Vice President of AETNA CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



By Dorothy L. Marti  
My commission expires August 31, 1998  
Dorothy L. Marti  
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of AETNA CASUALTY & SURETY COMPANY OF AMERICA, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 20th day of March, 19 97



By Stephen R. Sawyer  
Stephen R. Sawyer  
Assistant Secretary


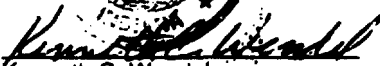
**POWER OF ATTORNEY**  
**FEDERAL INSURANCE COMPANY**  
ATTN: SURETY DEPARTMENT  
15 Mountain View Road, Warren, NJ 07059  
Telephone: (908) 903-2000  
Fax No.: (908) 903-3656

Know all Men by these Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana Corporation, has constituted and appointed, and does hereby constitute and appoint **John T. Lettieri, Laurette Menegaz, Cesar F. Javier, Linda Enright, Maria Escobar and Mechelle Hua of Los Angeles, California**

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings (other than Bail Bonds) filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking.
2. Surety bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument Bonds; Lease Bonds, Workers' Compensation Bonds, Miscellaneous Surety Bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said **FEDERAL INSURANCE COMPANY** has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this **30th** day of **January** 19 **96**

  
  
Kenneth C. Wendel  
Assistant Secretary

**FEDERAL INSURANCE COMPANY**  
BY

  
Frank Robertson  
Vice President

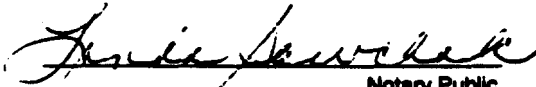
**STATE OF NEW JERSEY** } ss.  
**County of Somerset**

On this **30th** day of **January** 19**96**, before me personally came Kenneth C. Wendel to me known and by me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, the corporation described in and which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY** and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with Frank Robertson and knows him to be the Vice President of said Company, and that the signature of said Frank Robertson subscribed to said Power of Attorney is in the genuine handwriting of said Frank Robertson and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



Acknowledged and Sworn to before me  
on the date above written.

  
Notary Public

**IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE WRITE TO US AT THE ADDRESS LISTED ABOVE.**

# CERTIFICATION

STATE OF NEW JERSEY }  
County of Somerset ss.

I, the undersigned, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors and that this By-Law is in full force and effect.

## "ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice Chairman or the President or a Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, Vice Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I further certify that said **FEDERAL INSURANCE COMPANY** is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by the law.

I, the undersigned Assistant Secretary of **FEDERAL INSURANCE COMPANY**, do hereby certify that the foregoing Power of Attorney is in full force and effect.

Given under my hand and the seal of said Company at Warren, N.J., this 20th day of March, 1997.

Corporate Seal



*Patricia A. Graham*  
Assistant Secretary



POWER  
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
HOME OFFICE: SAFECO PLAZA  
SEATTLE, WASHINGTON 98185

No. 9835

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

\*\*\*\*\*LINDA ENRIGHT, LOS Angeles, California\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 3rd day of May, 19 95

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**  
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**  
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
  - (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
  - (iii) Certifying that said power-of-attorney appointment is in full force and effect.
- the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R. A. Pierson, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 20th day of March, 19 97

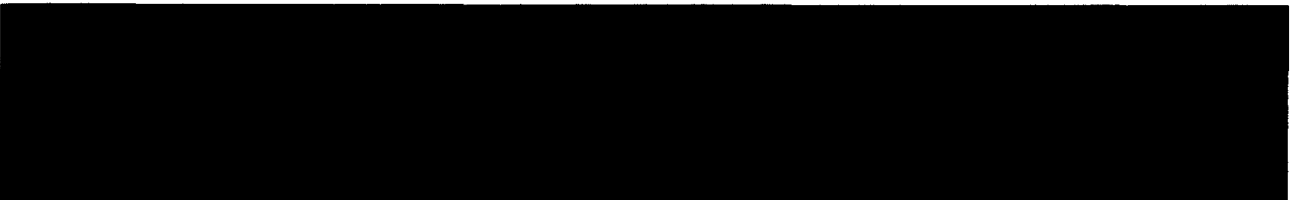
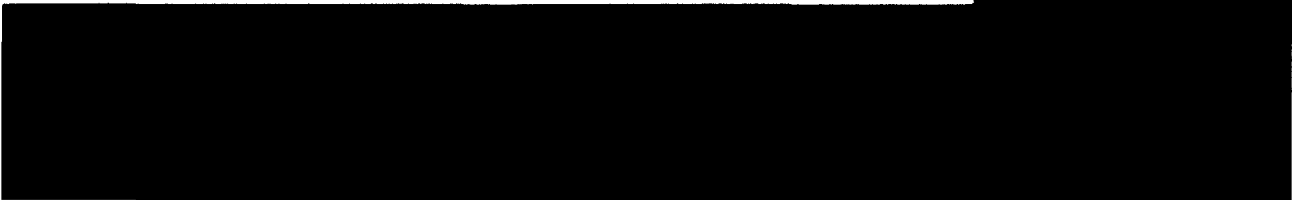

**LEGAL PROCEEDINGS**

Lockheed Martin IMS Corporation is not a party to any litigation or other proceedings which would affect its financial strength or ability to perform its duties as the new NANPA. None of the judicial or administrative matters which Lockheed Martin IMS Corporation is involved in are out of the ordinary or extraordinarily noteworthy.

**REFERENCES**

**Requirement:** Shall furnish references, preferably for similar work being performed currently or in the near past, including the name of the company, contact name, address, and telephone number.

The four project references contained in this section provide insight into the scope of services that Lockheed Martin IMS provides and the rich depth of our experience.



On closer examination, however, it is obvious that the processes and operations that we provide for these clients closely parallel those required to deliver the requirements and objectives associated with a successful NANPA.

Each of the reference forms shown in Exhibit RI-3 through RI-6 include the client/project name and address, a contact name and telephone number, the annual contract revenue, contract duration, contract, and a brief summary of the work that we have performed on that project.



***Confidential Information Deleted***



***Confidential Information Deleted***



***Confidential Information Deleted***



***Confidential Information Deleted***



**PROPOSAL DETAILS**

Lockheed Martin has carefully addressed all specifications of the NANPA Requirements Document within this Proposal Details Section. Specifically:

- Section 1.0 of our response provides general information about Lockheed Martin IMS and our proposal, including our neutrality qualifications and compliance with proposal submittal specifications.
- Section 2.0 describes how we formatted our proposal in accordance with requirements.
- Section 3.0 describes our ability to perform all NANPA and Billing and Collection functions, including the description of our proposed staff, work facilities, computer systems, and project management approach. Also, this section includes resumes of proposed key project personnel.
- Section 4.0 explains how we will successfully perform all NANPA functions in a neutral, fair, and impartial manner in complete accordance with industry guidelines, and how we will transition these functions from Bellcore within 90 days.
- Section 5.0 explains how we will perform critical CO code administration functions, including vital NPA relief planning activities, in complete accordance with industry



guidelines. Also, we explain our general approach and relative time interval for transitioning CO code administration functions and NPA relief planning activities from the current regional code administrations during the required 18-month transition time frame.

- Section 6.0 explains how disputes concerning NANPA operations will be resolved and our commitment to minimize the number of and quickly address any disputes made.
- Section 7.0 describes our approach to offering fair and reasonably-priced enterprise services, including the provision of the required enterprise service to input rating and routing data into the RBDS/BRIDS systems for those CO code applicants who request it. Additionally, we describe potential enterprise services that could be offered, such as end-user training, provision of end-user customized reports, and off-hours hotline support.
- Section 8.0 describes our approach, staffing, and system used to perform Billing and Collection Agent functions, such as: NANPA Worksheet development, NANPA Worksheet dissemination, fee calculation, invoicing, reminder noticing, and collections. In this section, we also describe the benefits and operational efficiencies of selecting Lockheed Martin to be both the NANPA and Billing and Collection Agent.
- Section 9.0 describes Lockheed Martin's proposed NANPA hours of operation and facilities. We also describe our proposed NANPA physical and logical security provisions and staffing



levels and organizational structure. Finally, the provision of NANPA reports and web site development and maintenance is also detailed.

- Section 10.0 contains our firm, fixed five-year price for NANPA, CO Code Administration, and Billing and Collection services.



## **1.0 GENERAL INFORMATION**

### **HIGHLIGHTS**

- Complete NANPA and Billing and Collection services supporting all 19 member countries
- Unquestionable neutrality ensures, with trust and confidence, the impartial, fair, and evenhanded administration of NANP numbering resources
- Flexible NANPA operations for quickly adapting to regulatory changes
- Quality assurance, [REDACTED] ensure high quality and responsive NANPA and Billing and Collection Agent services
- Full compliance with all proposal submission requirements

### **1.1 Introduction**

Lockheed Martin stands ready to administer the NANP and to act as the Billing and Collection Agent for NANPA services. We have been actively pursuing this opportunity for well over two years and, through hard work and quality service to our clients, we have built impressive neutral third-party credentials and experience.

We understand the importance of the NANP as the basic numbering scheme for the public switched telecommunications networks in the 19 member countries (formerly known as World Zone 1): Anguilla, Antigua & Barbuda, Bahamas, Barbados, Bermuda, British Virgin Islands, Canada, Cayman Islands, Dominica, Dominican Republic, Grenada, Jamaica, Montserrat, St.



Kitts & Nevis, St. Lucia, St. Vincent & the Grenadines, Trinidad & Tobago, Turks & Caicos Islands, and the United States (including Puerto Rico, the U.S. Virgin Islands, Guam and the Commonwealth of the Northern Mariana Islands). As such, we will administer the NANP, including CO code administration, in a fair, impartial, and evenhanded manner so:

- The NANP facilitates entry into the communications marketplace by making numbering resources available on an efficient, timely basis to communications service providers
- The NANP does not unduly favor or disfavor any particular industry segment or group of consumers
- The NANP does not unduly favor one technology over another
- The NANP gives consumers easy access to the public switched telephone network
- The NANP ensures that the interests of all NANP member countries are addressed fairly and efficiently, fostering continued integration of the NANP across NANP member countries.

## **1.2 Neutrality**

As our experience demonstrates, Lockheed Martin understands precisely our role as a neutral third party. Every day, we demonstrate our qualifications as a neutral third party [REDACTED]

[REDACTED] We understand that in our role as the NANPA and Billing and Collection Agent, neutrality, confidentiality, fairness, and impartiality are paramount. Over the years, we have perfected the procedures to support the neutral third-party



administration of databases and information. Our employees are specifically trained on the definition of third-party neutrality and to make management aware of any situations that could jeopardize fair and evenhanded service.

Lockheed Martin IMS meets all neutrality requirements as reflected in our responses to the individual neutrality requirements below. Lockheed Martin IMS takes our responsibilities as a neutral third party very seriously, and we understand that supporting business arrangements, processes, and procedures must be in place to ensure evenhanded treatment of all carriers. Not only do we **understand** the importance of neutrality, but we **demonstrate** it every day in our operation [REDACTED]

[REDACTED] Using this experience as a base, we will develop and implement policies and procedures to ensure reliable, fair, and impartial access to numbering resources and evenhanded service for all telecommunications carriers.

**Requirement: Should be a non-governmental entity that is not aligned with any particular telecommunications industry segment.**

Lockheed Martin IMS is a wholly owned subsidiary of the publicly-traded Lockheed Martin Corporation. As such, Lockheed Martin IMS is not a governmental entity. [REDACTED]

[REDACTED]



[REDACTED] We are not aligned with any particular telecommunications industry segment.

**Requirement:** A respondent may not be an affiliate of any telecommunications service provider(s) as defined in the Telecommunications Act of 1996.

Lockheed Martin IMS is not an affiliate of any telecommunications service provider(s) as defined in the Telecommunications Act of 1996. Lockheed Martin IMS is not controlled by, or is not under the direct or indirect common control of any telecommunications service provider(s). As such, no telecommunications service provider(s) possesses, directly or indirectly, (i) an equity interest by stock, partnership [general or limited] interest, joint venture participation, or member interest in Lockheed Martin IMS ten (10%) percent or more of the total outstanding equity interests in Lockheed Martin IMS, or (ii) the power to vote ten (10%) percent or more of the securities (by stock, partnership [general or limited] interest, joint venture participation, or member interest) having ordinary voting power for the election of directors, general partner, or management of Lockheed Martin IMS, or (iii) the power to direct or cause the direction of the management and policies of Lockheed Martin IMS, whether through the ownership of or right to vote voting rights attributable to the stock, partnership [general or limited] interest, joint venture participation, or member interest) of Lockheed Martin IMS, by contract (including but not limited to stockholder agreement, partnership [general or limited] agreement, joint venture agreement, or operating agreement), or otherwise.

**Requirement:** A respondent and any affiliate thereof may not issue a majority of its debt to, nor may it derive a majority of its revenues from any telecommunications service provider. "Majority" shall mean greater than 50 percent, and "debt" shall mean stocks, bonds, securities, notes, loans or any other instrument of indebtedness;

Lockheed Martin IMS has not issued a majority (> 50%) of its debt (stocks, bonds, securities, notes, loans, or any other instrument of indebtedness) to, nor does Lockheed Martin IMS derive a majority (> 50%) of its revenue from any telecommunications service provider.

**Requirement:** Disclosure of any affiliations or associations with any telecommunications service provider(s) must be presented.

Lockheed Martin IMS is associated with the telecommunications industry only as a neutral third party.

[REDACTED] Lockheed Martin has no other affiliations, associations, or contracts to provide services to telecommunications service provider(s).

### **1.3 Term of Administration**

**Requirement:** Serve for an initial period of five (5) years and shall be responsible for providing a solution encompassing the functions of NANP Administration, including central office (CO) code administration.

Lockheed Martin looks forward to providing NANPA functions, including CO code administration, and the Billing and Collection Agent functions for a period of five (5) years. We understand that anytime during this five-year period the contract may be renewed for an additional five (5) years. We have developed a response and solution that is completely compliant with all stated requirements. Due to our past successful transition efforts, we strongly believe and are confident that we can assume the duties of the new NANPA within the 90-day transition period.

### **1.4 Valid Period for Respondent Proposals**

**Requirement:** Indicate in their proposals that they are valid for a period of 12 months from the Closing Date For Respondent Proposals

As indicated in our cover letter and confirmed in this section, Lockheed Martin's proposal is valid for a period of 12 months from the Closing Date for Respondent Proposals (April 3, 1997).

